UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL–CIO

and 07–CB–186559

MGM GRAND DETROIT, LLC

Eric Cockrell, Esq., for the General Counsel.
Shira Roza and *Edward Alan Macey, Esqs.,*
for the Respondent, of Detroit, Michigan.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Detroit, Michigan, on May 8, 2017. The MGM Grand Detroit, LLC filed the charge on October 19, 2016.[1] and the General Counsel issued the complaint on January 19, 2017. The complaint alleges that International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–-CIO (the Union or Respondent) violated Section 8(b)(3) of the National Labor Relations Act (the Act)[2] by failing and refusing to produce, in response to repeated information requests by MGM Grand Detroit, LLC (MGM or Charging Party) relevant information in connection with a pending grievance. The Union denies the allegations, contending that MGM never formally requested the information at issue.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

MGM, a limited liability company, with an office and place of business in Detroit, Michigan, operates a hotel and casino at said location, where it annually derives gross revenue in excess of $500,000, and purchases and receives goods valued in excess of $5000 directly from

[1] All dates are 2016 unless otherwise indicated.
[2] 29 U.S.C. §§ 151–169.

points outside the State of Michigan. MGM admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. The Collective-Bargaining Relationship

The following MGM employees (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> Employees employed by the Charging Party at its facility located at 1777 Third Street, Detroit, Michigan working in job classifications listed in Exhibit I of the current collective bargaining agreement (described below in paragraph 7(b)), including dealers; but excluding employees who are not listed in Exhibit I of the collective bargaining agreement or employed in hotel classifications to be established by the Charging Party, temporary employees, guards and supervisors, as defined in the Act.

Since 2003, MGM has recognized the Union, a member of the Detroit Casino Council, as the exclusive collective bargaining representative of the unit. This recognition has been embodied in successive bargaining agreements, the most recent of which is effective by its terms from October 17, 2015 to October 16, 2020 (the CBA). The CBA states, in pertinent part:

Article 14 relates to leaves of absence without pay (LOA). It states that an LOA "is not automatic, and must be requested, reviewed, and approved by the Employer in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (FMLA), where applicable. The guidelines for medical leave, listed at Section 14.01, state that an LOA shall be granted to employees unable to work as a result of a job-related injury "until such time as he/ she is able to return to work." Furthermore, a medical LOA may not exceed one year and any employee who exceeds that threshold shall be placed on "inactive status." Moreover, MGM "may require medical evidence prior to approving a medical leave for any length of time." Lastly, Section 14.09 states in pertinent part:

> Any Employee returning from a leave of absence due to a medical condition… is required to obtain a written release from a licensed physician stating that the Employee is able to return to work.[3]

Section 14 also lays out the procedure for the inactive list status:

> The Employer shall notify the Employee that he/she is eligible to be placed on the inactive list. The Employee must notify the Employer of his/her intent to return within [15] days of receiving the notification….

Article 23 relates to the dispute resolution and grievance procedure. The guidelines for the grievance procedure, listed at Section 23.01, are divided into several steps. Step I requires

[3] Jt. Exh. 1 at 21.

that the employee give written notice within 15 days of the occurrence of the event or when the employee reasonably could have acquired knowledge of the event giving rise to the grievance. Then within 7 days, the employee shall meet his/her supervisor, in the presence of union representation, if requested. If the issue is not resolved at Step I, then at Step II, the employee shall meet with the department manager or his/her designee within 7 days of the Step I meeting. The management representative shall then respond to the employee's grievance within 7 days of the Step II meeting. If the issue still remains unresolved, then at Step III, the employee and management designee shall meet with the vice president of the department or the vice president's designee, within 7 days of the Step II meeting. The management representative shall then respond to the employee's grievance within 7 days of the Step III meeting.

Section 23.01(d) further states that settlements reached at Steps I-II shall be considered nonprecedential unless the vice president of human resources or his/her designee and the council representative agree that the settlement shall be reduced to writing and may be used as future precedent. Article 23 also sets forth the procedure for mitigating damages in section 23.03:

> If an Employee is separated by MGM Grand, and the Employee disputes that his/her separation was not for just cause, the Employee must mitigate any potential damages MGM Grand may eventually owe that Employee.[4]

Further, section 23.05 states, in pertinent part:

> The Employee shall pay all back pay awards and settlements within the pay period following the parties' execution of a written agreement setting forth the agreed-upon payment.[5]

The CBA covering the period of 2015–2020 contains the identical provision at Article 23. However, the procedure for mitigating damages at Section 23.03 further states, "unemployment compensation and payment for personal services shall be deducted from any back pay reward."[6]

B. Grievance MGM-2749-14

Victor T. Swanson, a dealer at MGM, went on LOA in early 2014.[7] However, he was terminated on June 2, 2014 when he failed to return to work after a medical leave of absence and failed to respond to MGM's inactive status letter within 15 days, as required by Article 14 of the CBA.[8] On June 19, 2014, the Union filed a grievance on Swanson's behalf alleging he was terminated improperly under article 22 and the FMLA, and seeking reinstatement and backpay. The grievance sought several remedies: reinstatement, backpay for the termination period, and removal of the termination from Swanson's personnel file. The grievance is still pending.

[4] Jt. Exh. 1 at 38.

[5] Id.

[6] Jt. Exh. 2 at 55.

[7] The parties stipulated that Swanson went on medical leave twice. In this case, he had been out on LOA for approximately 4–5 months.

[8] Jt. Exh. 1 at 24.

C. MGM's Request for Information

In October 2015, Tara McIntosh, MGM's human resources business partner, became involved in Swanson's grievance at the 3½ step level. In or around January, the Union's representative, Keith Neargardner, assumed responsibility for the grievance processing.

On August 2, McIntosh orally requested that the Union provide her with medical documentation relating to Swanson's grievance when Neargardner called her to express his concerns about MGM's previous offer to settle the grievance. He sought backpay, as well as an agreement that the settlement not impact Swanson's seniority while in inactive status, nor set a precedent. In accordance with MGM's practice, McIntosh responded by telling Neargardner that MGM would consider Swanson's reinstatement if she were provided with medical documentation showing that Swanson was able to return to work. She made notes of her conversation with Neargardner, but did not follow up the request in writing.[9]

They spoke again on August 4, when McIntosh called Neargardner to let him know that MGM was willing to accept his counteroffer, that the settlement would be nonprecedential and would not impact Swanson's seniority. He expressed a concern as to how the parties would be deemed to have interpreted Article 14. McIntosh reiterated that MGM would reinstate Swanson if the Union provided medical documentation confirming that Swanson could return to work.

On September 21, Gary Klotz, MGM's labor attorney, and Neargardner scheduled a conference call for September 22. Klotz presented a settlement offer at that time to rescind the discharge, place Swanson on inactive status and credit him with seniority on a non-precedential basis retroactive to June 14, 2014. Klotz did not, however, offer backpay because he did not have documentation that Swanson was ever able to return to work and/or had been released to return to work. He also offered to prospectively interpret Section 14.01(a)(2) of the CBA regarding length of leave of absence in the manner proposed by the Union. Neargardner said that there might be an issue regarding the prospective interpretation of Section 14.01 because there were other individuals who had disputed it after being placed on inactive status. He asked if MGM would be amenable to a settlement based on a lump-sum payment in lieu of backpay. Klotz said that MGM would need medical documentation. He also proposed limiting the arbitration to backpay and evidence of mitigation efforts by Swanson.

Neargardner called Klotz on September 23 and told him that Swanson had, or could get medical documentation both as to his ability to work now, and his ability to work after he was discharged. He also told Klotz that the Union had not produced medical documentation because MGM's position at the mediation was that it would not reinstate Swanson. Once again, Neargardner asked if MGM was interested in a lump-sum settlement. Klotz reiterated that without medical documentation and mitigation information, MGM would be unable to respond

[9] McIntosh's notes of her conversation with Neargardner were neither provided to the General Counsel nor produced at the hearing. Nevertheless, I still base this finding on her credible and detailed testimony regarding the conversation, MGM's undisputed custom and practice in requesting such information in connection with LOA matters, and its entitlement to the information pursuant to Articles 14.09(a) and 23.03. Neargardner, on the other hand, was vague and exhibited a lack of recollection about the telephone call. He simply maintained that since there was no offer to reinstate Swanson, there was no need for such documentation in the case.

to that offer. Klotz followed up with an email later that day confirming the conversation. It stated, in pertinent part:

> Please forward to me, as soon as you can, whatever medical documentation that Mr. Swanson obtains. . . . Regarding the lack of medical documentation from Mr. Swanson since June 2014, the union, during the grievance process, presented no medical documentation that he could return to work, and MGM Grand, on multiple occasions, indicated that Mr. Swanson had not presented any medical documentation in order to get back to work. In February 2016, MGM Grand offered to put him on inactive status if he did not have documentation and could return him to work when he could get medical documentation. MGM Grand would have reviewed any medical documentation about returning him to work could be made. . . . This lack of medical documentation and Mr. Swanson's failure to seek STD before his termination are why your suggestion of using STD/LTD benefits as a method of computing a back pay figure is not feasible from MGM Grand's perspective. If (sic) can get a number from Mr. Swanson, please forward it to me.[10]

On September 28, Neargardner called McIntosh and asked if MGM would propose a monetary sum to buy out Swanson. At that point, McIntosh informed Neargardner that the grievance was being handled by Klotz. Neargardner was in the process of responding to Klotz's September 23 email at that time. In his email response, Neargardner stated that Swanson did not want to propose a lump sum backpay amount because he wanted MGM to make an offer. He asked Klotz to have McIntosh or her supervisor propose a "starting number" so that the matter could be resolved prior to arbitration, which was scheduled for October 7.[11]

On October 3, Klotz responded to Neargardner, copying Karges that MGM rejected the request that it propose a lump-sum amount, insisting that Swanson make the initial proposal:

> When you, Bill Karges, and I spoke, I requested, Mr. Swanson's medical documentation indicating his ability to return to work, specifically including documentation from when he was released to return to work. A post-dated release to return to work document would not be acceptable. I also requested documentation of Mr. Swanson's mitigation efforts. So far, I have received noting in response to these information requests. MGM Grand Detroit cannot negotiate a settlement regarding Mr. Swanson without the requested information. Please send me the requested information as soon as possible, so that neither postponing the arbitration hearing nor filing an NLRB charge will be necessary. . . . If Mr. Swanson does not make a settlement proposal and if MGM Grand Detroit does not promptly receive the requested information, an arbitration hearing on Friday will be unavoidable.[12]

Shortly after receiving Klotz's email, Neargardner called Klotz. During the conversation, Neargardner informed him that he was scheduled to meet with Swanson, who was going to bring medical documentation. He also questioned the need for medical documentation if they were

[10] GC Exh. 4.
[11] GC Exh. 5.
[12] GC Exh. 6.

discussing a walk-away or lump-sum settlement and asked whether Klotz had the authority to settle the grievance at that time. Klotz informed Neargardner that he did not have the authority to settle the grievance.

On October 4, Klotz asked the arbitrator, Barry Goldman, to schedule a conference call with Karges and Neargardner for October 5, stating in pertinent part:

> The parties have had settlement discussions, but have not yet resolved the grievance. I have made an information request that is essential to further settlement discussions, but the union has not produced the requested documents. Without these documents, I may need to file an NLRB charge and to request a postponement of the hearing that is currently scheduled for Friday, October 7th.

Karges responded shortly thereafter, stating that he was not available for a conference call. He added that a call was not necessary and "If you think you have a charge over info you very recently requested – file it." Shortly thereafter, Klotz replied by requesting a postponement of the October 7 arbitration in order to provide the parties more time to "resolve the information request issue, either at the NLRB or in the normal course of business, and potentially settle the grievance." He added that MGM was "willing to pay 100% of any postponement fee in recognition that it is requesting the postponement, even though the union's failure to produce the requested information is the key reason for the requested postponement." Karges responded, agreeing to the postponement but noting the Union's disagreement with "Klotz's position regarding the information request."[13]

On October 11, Klotz emailed Neargardner and Karges to reiterate MGM's interest in settling Swanson's grievance:

> To resolve the grievance, MGM Grand Detroit will need the information that I have previously requested: (1) medical documentation indicating Mr. Swanson's ability to return to work, specifically including documentation from when he was released to return to work, since a post-dated release to return to work would not be acceptable; and (2) documentation of Mr. Swanson's mitigation efforts.
>
> In addition to my requests, Ms. Tara McIntosh repeatedly requested information about Mr. Swanson's ability to return to work during the grievance procedure in an effort to resolve the grievance.
>
> To date, the union has not provided this information, and for that reason, MGM Grand Detroit requested the postponement of the arbitration proceedings that had been scheduled for October 7, 2016.
>
> Please produce the requested information by the close of business on Friday, October 21, 2016.

[13] GC Exh. 7–-9.

> If I do not receive the requested information by that date, the attached Charge against Labor Organization will be filed on Monday, October 24, 2016.

The basis for the proposed charge, which was attached and omitted an accrual date, alleged that the "Charged Union has failed and refused to produce requested relevant information in violation of its duty to provide."[14]

In his email response on October 14, Karges' dared Klotz to file an unfair labor charge, but also expressed a willingness to resume settlement discussions:

> It is also perplexing that [MGM] expects some sort of documentation releasing the grievant to return to work at MGM during the time period he was discharged from employment and when there was no reinstatement offer on the table. Traditionally, and contractually, employees are required to provide a doctor's note upon returning to work. Enclosed is a return to work note from Concerto Health dated October 6, 2016. The medical provider that treated the grievant when he was discharged accepted a different position. We are trying to contact her and obtain a statement explaining when he could have returned to work had a reinstatement offer been on the table earlier.
>
> Enclosed is a 2014 W-2 form showing that the grievant collected short-term disability from approximately February to May 2014. When the grievant contacted Sun Life to inquire about continued disability insurance payments he was told that he was ineligible. Also, enclosed is a copy of the grievant' s resume that he has used to look for work through web-based services such as LinkedIn and Indeed. We are in the process of gathering additional documents regarding mitigation.
>
> To suggest that the Company postponed the arbitration because the grievant did not supply a return to work date before the Company offered to reinstate him and because the Union didn't provide recently requested information regarding mitigation is nonsensical. As you know, it has not been our practice to provide mitigation information prior to arbitration.
>
> Please let me know the status of the Union's information request dated September 14, 2016 from Keith Neargardner to Tara McIntosh. See attached.[15]
>
> I hope this information is enough to generate some discussion regarding settlement. If that is the case, please contact Keith Neargardner directly to have those discussions.[16]

A physician's note was finally faxed to McIntosh on October 14. It stated that Swanson was under the doctor's medical care; was able to work as a card dealer and did not have any physical restrictions in working as a card dealer.[17] Swanson was reinstated on April 6, 2017.

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[14] GC Exh. 10.

[15] In the email chain between McIntosh and Neargardner, the latter asked for an explanation as to management's interpretation of sec. 14.01(a)(2), specifically, how McIntosh arrived at the conclusion that Swanson exhausted his leave eligibility.

[16] GC Exh. 11.

[17] GC Exh. 13.

LEGAL ANALYSIS

The complaint alleges that from August 2 to October 14, the Union unreasonably delayed in furnishing MGM with Swanson's medical documentation, which information was necessary and relevant to MGM's performance of its duties in administering the grievance and arbitration procedures set forth in the CBA. The Union denies the allegations, asserting that MGM did not actually request the information until September 28. Further, the Union also denies that the information requested was necessary for, and relevant to, the grievance procedure.

Section 8(b)(3) of the Act makes it an unfair labor practice for a labor organization "to refuse to bargain collectively with an employer, provided it is the representative of his employees." Section 8(d) of the Act defines the duty to bargain collectively as "the. . . mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment."

Parties to a CBA have an ongoing obligation to provide one another with information requested in order properly to administer and police a CBA. *See Detroit Newspaper Printing& Graphic Communications Union Local 13 v. NLRB*, 598 F.2d 267 (D.C. Cir. 1979) (union has duty to furnish information to the employer where the information is exclusively controlled by the respondent and is relevant to the bargaining process). Each side should have access to information that enables it to deal effectively with bargaining issues, or issues with administering the CBA, creating a need for a "broad disclosure rule". *Id.* at 271. Therefore, "the standard for assessing the relevancy of requested information to a bargainable issue is a liberal one." *Id.*

On August 2, MGM by McIntosh orally requested that the Union provide her with medical documentation relating to Swanson's grievance. In this case, the fact that the request was oral and not in writing is of no consequence. *See Leiferman Enterprises, LLC d/b/a Harmon Auto Glass*, 352 NLRB No. 24 (2008) (employer violated Section 8(a)(5) by failing to provide information orally requested by union during a bargaining session). The Union's reliance on *A.W. Schlesinger Geriatric Ctr.*, 304 NLRB 296 (1991) is misplaced. In contrast with the evidence in this case, the union's established practice in bargaining with the respondent was to make information requests in writing. *Id.* at 297 (oral statements made by the Union did not qualify as a clear and definite information request).

Similarly, the Union's contention that the requested information was neither necessary nor relevant to the grievance process because MGM had not yet offered reinstatement also lacks merit. In *Truitt Mfg. Co.*, the Supreme Court stated that the duty to disclose will always depend on the "circumstances of the particular case." 351 U.S. 149, 153 (1956) (employer's duty to disclose financial information to substantiate claims of financial inability to pay a wage increase). In this case, MGM was entitled to the requested medical documentation pursuant to Article 14.09 of the CBA in order to prepare for the arbitration of Swanson's grievance. *See also United Graphics, Inc.*, 281 NLRB 463, 465 (1986) (information is presumptively relevant if it "relates directly to the policing of contract terms"). Moreover, McIntosh expressed MGM's willingness to consider reinstatement if the medical documentation was provided. Under the circumstances, the requested information was clearly relevant. *International Brotherhood of Firemen & Oilers Local 288,* 302 NLRB 1008, 1008-10 (1991) (medical records sought by the

employer were relevant because they were essential to the employer's follow up of the employee's medical disability claim).

Parties to a grievance also have to be given the opportunity to "evaluate the merits of the claim" and work toward settlement by requiring parties in possession of that information to furnish the same to the party not in possession of that information. *See Firemen & Oilers* at 1008. *See* also *Teamsters Local 921 (San Francisco Newspaper)*, 309 NLRB 901 (1992) ("the existence of an arbitration proceeding does not relieve a party from its duty to furnish relevant information requested by the other party").

The Union relies on *Cal. Nurses Ass'n (Alta Bates Med. Ctr.)* 326 NLRB 1362, 1362 (1998), wherein the respondent's failure to provide information about potential witnesses and documents it would use during arbitration were found not to constitute a violation of Section 8(b)(3). *Id.* ("it is well settled that there is no general right to pretrial discovery in arbitration proceedings."). In this case, however, as in *Cal. Nurses Ass'n (Alta Bates Med. Ctr.)*, MGM did not request documents in the nature of pretrial discovery relating to the Union's strategy for arbitration, but rather, documents that were relevant to the controversy giving rise to the grievance itself. *Id.* (violation of the Act where respondent refused to provide employer with information relevant to each incident upon which the respondent relied to support its grievance).

The Board considers the totality of circumstances in assessing a claim of unreasonable delay. *Postal Serv.*, 354 NLRB 412 (2009). Factually, the medical documentation – a medical note – did not exist at the time of the initial request. However, rather than inform MGM of that fact, the Union chose to stonewall and simply refused the request on the grounds that there was not yet an offer of reinstatement on the table. The Union finally provided the medical documentation on October 14 – 2½ months after MGM initially refused it – after MGM agreed to reinstate Swanson. Under the circumstances, the delay in providing the requested information was unreasonable. *See El Paso Electric Co.*, 355 NLRB 428, 458 (2010) (a 3-month delay was unreasonable in providing information requested by a party relevant to the administration of a CBA, where respondent offered a vague and unsupported explanation for the delay).

Under the circumstances, the period of delay in responding to MGM's request for medical documentation which was relevant and necessary to the processing of Swanson's grievance was unreasonable and violated Section 8(b)(3) of the Act. *See Teamsters Local 921* at 901–902 (four month delay found unreasonable).

CONCLUSIONS OF LAW

1. The Charging Party is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. On August 2, 2016, the Charging Party orally requested that the Union provide it with medical information relating to a grievance by an employee represented by the Respondent, which information was necessary for and relevant to the Charging Party's performance of its

duties in administering the grievance/arbitration procedures set forth in its collective bargaining agreement with the Respondent.

4. By unreasonably delaying until October 14, 2016 in providing the aforementioned information requested by the Charging Party, the Respondent violated Section 8(b)(3) of the Act.

5. The aforementioned unfair labor practices by the Respondent affected commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[18]

ORDER

The Respondent, the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO, Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Unreasonably delaying in providing the Charging Party with information requested by it, which is necessary for and relevant to the Charging Party's performance of its duties in administering the grievance/arbitration procedures set forth in its collective-bargaining agreement with the Respondent.

(b) In any like or related manner refusing to bargain with the Charging Party.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its Detroit, Michigan facility copies of the attached notice marked "Appendix."[19] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in

[18] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[19] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

conspicuous places including all places where notices to member are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 2, 2016.

(b) Within 14 days after service by the Region, Respondent will post a copy of the notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet for unit employees at the Charging Party's facility and keep it continuously posted there for 60 consecutive days from the date it was originally posted.

(c) Within 14 days after service by the Region, Respondent will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all unit employees who work at the Charging Party's facility.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 20, 2017

Michael A. Rosas
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT unreasonably delay in providing the Charging Party with information requested by it, which is necessary for and relevant to the Charging Party's performance of its duties in administering the grievance/arbitration procedures set forth in its collective-bargaining agreement with the Respondent.

WE WILL NOT in any like or related manner refusing to bargain with the Charging Party.

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL–CIO

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

477 Michigan Ave., Room 300, Detroit, MI 48226-2543
(313) 226-3200 Hours: 8:15 a.m. – 4:45 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/07–CB–186559 or by using the QR code below. Alternatively, you can obain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 half Street, S.E. Washington D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACE, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (313)-335-8042.